



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

November 18, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVE CONTRACT WITH THE CALIFORNIA DEPARTMENT OF EDUCATION (ALL DISTRICTS) (3-VOTES)

SUBJECT

Accept a contract with the California Department of Education (CDE), in the amount of \$4.25 million to continue operation of the Investing in Early Educators Program. This Program makes cash stipends available to qualified early childhood educators who work directly with young children and continue their own education. During Fiscal Year (FY) 2007-2008, 1,987 early educators received cash stipends as participants in this Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached contract with the California Department of Education/Child Development Division (CDE/CDD) for the Child Care Salary Retention Incentive program for 2008-2009. This contract continues funding for our local Investing in Early Educators Program in the amount of \$4.25 million. The Office of Child Care (OCC), within the Service Integration Branch (SIB) of the Chief Executive Office (CEO), administers this contract on behalf of the Child Care Planning Committee (Planning Committee) and operates the Investing in Early Educators Program to retain an educated and qualified child care workforce in CDE/CDD-subsidized child development centers, family child care homes, and centers serving state-subsidized children.
2. Adopt the attached resolution and delegate authority to the CEO or his designee to prepare and execute any and all documents, and contract amendments on behalf of the

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

"To Enrich Lives Through Effective And Caring Service"

**Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only**

County as may be deemed necessary to implement this contract. Approval as to form by County Counsel will be obtained prior to executing any amendments.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The OCC has administered the Child Care Salary Retention Incentive Program contract with CDE/CDD funding since 2001-2002. This Program provides stipends to qualified persons working in CDE/CDD-funded child development centers for the purpose of boosting the retention and education of teachers. Beginning in 2006, as a result of legislation sponsored by Los Angeles County, the Program was expanded to include family child care providers in CDE/CDD-funded Family Child Care Home Education Networks, teachers in non-CDE/CDD-funded centers, and family child care homes serving a majority of state-subsidized children.

As a result of the extended budget debate in Sacramento, contracts for this Program were not released until mid-October. The OCC received the attached contract documents on October 21, 2008. Formal approval of this contract by your Board is required to receive the funds from CDE/CDD to continue operating the Investing in Early Educators Program.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Investing in Early Educators Program supports the County's strategic goals related to Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), and Children and Families' Well-Being (Goal 5). The stipend component of this Program is designed to address the quality of child care services by reducing teacher turnover in CDE/CDD-funded child development centers and other qualified programs, while also promoting the ongoing education of early educators.

FISCAL IMPACT/FINANCING

Approval of the attached contract will provide a total of \$4,250,000 for the operation of the Investing in Early Educators Program. Funding is included in the CEO FY 2008-2009 Adopted Budget. All costs associated with this contract are covered by the funding from CDE/CDD.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The AB212 was introduced in 1999 by Assembly Member Dion Aroner to improve the quality of child care by addressing the low salaries and high turnover rates in CDE/CDD-funded child development programs. The Investing in Early Educators Program was launched in FY 2001-2002. This contract will support and expand the Program into its eighth year of operation.

In 2005, the County of Los Angeles sponsored legislation (AB1285), which granted a waiver to the Los Angeles County Investing in Early Educators Program and allowed the Program to include: 1) teachers in non CDE/CDD-funded centers, which serve a majority of

state-subsidized children; and 2) family child care providers who are part of a CDE/CDD-funded network or who serve a majority of state-subsidized children. This waiver will continue through the new contract period (2008-2009), and will allow the Program to facilitate higher educational attainment by a greater portion of the early childhood workforce.

Because this contract originated with the California Department of Education, it does not contain all the same provisions as County developed contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)


During 2007-2008, 1,987 persons working directly with young children in Los Angeles County completed at least one three-semester college course and received a cash stipend. Stipend payments totaled \$5,707,850, and were supplemented with a one-time only contract with CDE/CDD. As a result of the program waiver, 120 family child care providers participated in the Program and earned stipends. In addition, 75 participants completed their Associate of Arts degrees, 120 completed Bachelor of Arts degrees, and ten completed Master of Arts degrees. The Investing in Early Educators Program has spurred both interest in and support for continuing education among this County's diverse child care and development teaching staff. Research has documented the link between child development program quality and teacher education.


CONCLUSION

Two signed copies (original signatures are required) of the contract (Attachment A) and a signed and dated resolution should be returned to:

- Chief Executive Office, Service Integration Branch, Office of Child Care, 222 South Hill Street, 5th Floor, Los Angeles, California 90012. Copies will be forwarded to CDE, as required.

Respectfully submitted,


WILLIAM T FUJIOKA
Chief Executive Officer


HOLLY REYNOLDS, CHAIR
Child Care Planning Committee

WTF:MS:KH
KMS:LAE:gsj

Attachment

ATTACHMENT A

"INTERIM"



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 08 - 09

DATE: July 01, 2008

CONTRACT NUMBER: CRET-8018

PROGRAM TYPE: CC SALARY/RETENTION
INCENTIVE

PROJECT NUMBER: 19-2419-00-8

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: LOS ANGELES COUNTY BOARD OF SUPERVISORS

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the CHILD CARE AND DEVELOPMENT FUND - PROGRAM REQUIREMENTS FOR CHILD CARE SALARY/RETENTION INCENTIVE PROGRAM (Exhibit B), the attached APPLICATION, and the APPROVED COUNTY PLAN (Attachment C) which are by this reference incorporated into this contract. The Guidelines specify the contractual responsibilities of the State and the contractor. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. This contract is effective from July 1, 2008 through June 30, 2009. These funds shall not be used for any purpose considered nonreimbursable pursuant to the current Funding Terms and Conditions (FT&C) and Title 5, California Code of Regulations. The total amount payable pursuant to this agreement shall not exceed \$4,250,000.00.

Expenditure of these funds shall be reported quarterly to Child Development Fiscal Services (CDFS) on Form CDFS-9529 with fiscal quarters ending September 30, December 31, March 31, and June 30. Quarterly reporting must be submitted for reimbursement of expenditures. For non-educational agencies, expenditures made for the period July 1, 2008 through June 30, 2009 shall be included in their 2008/09 audit due by the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

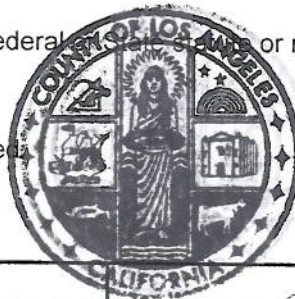
Any provision of this contract found to be in violation of Federal or State laws or regulation shall be invalid and such a finding shall not affect the remaining provisions of this contract.

Exhibit A, Standard Provisions for State Contracts attached

APPROVED AS TO FORM:

RAYMOND G. FORNIER, JR.
County Counsel

By _____
Deputy



STATE OF CALIFORNIA

CONTRACTOR

BY (AUTHORIZED SIGNATURE)

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING

Margie Burke, Manager

PRINTED NAME AND TITLE OF PERSON SIGNING

Yvonne B. Burke, Chair

TITLE

Contracts, Purchasing & Conf Svcs

ADDRESS

500 W. Temple St., #866, Los Angeles, CA

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ 4,250,000

PROGRAM/CATEGORY (CODE AND TITLE)

Child Development Programs

FUND TITLE

General

Department of General Services
use only

PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT

\$ 0

(OPTIONAL-USE) 0656

24151-2419

ITEM 30.10.020.901

CHAPTER

268

STATUTE

2008

FISCAL YEAR

2008-2009

TOTAL AMOUNT ENCUMBERED TO DATE

\$ 4,250,000

OBJECT OF EXPENDITURE (CODE AND TITLE)

702

SACS: Res-5035 Rev-8590

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

"INTERIM"



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 08 - 09

DATE: July 01, 2008

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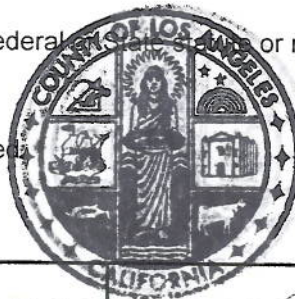
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Exhibit A, Standard Provisions for State Contracts attached

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy



STATE OF CALIFORNIA

CONTRACTOR

BY (AUTHORIZED SIGNATURE)

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING

Margie Burke, Manager

PRINTED NAME AND TITLE OF PERSON SIGNING

Yvonne B. Burke, Chair

TITLE

Contracts, Purchasing & Conf Svcs

ADDRESS

500 W. Temple St., #866, Los Angeles, CA

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ 4,250,000

PROGRAM/CATEGORY (CODE AND TITLE)

Child Development Programs

FUND TITLE

General

PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT

\$ 0

(OPTIONAL-USE) 0656

24151-2419

ITEM 30.10.020.901

CHAPTER

268

STATUTE

2008

FISCAL YEAR

2008-2009

TOTAL AMOUNT ENCUMBERED TO DATE

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OBJECT OF EXPENDITURE (CODE AND TITLE)

702

SACS: Res-5035 Rev-8590

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

Department of General Services
use only

76818

200818

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By *[Signature]* Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]* Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15

NOV 18 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

2. DRUG-FREE WORKPLACE CERTIFICATION: By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed contract will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (*Government Code 8350 et seq.*)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)
4. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and *Public Contract Code* Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
6. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with *Public Contract Code* Section 10295.3.
7. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Staff Retention Plan for State Subsidized Center Based Programs (AB 212)*

Description: The staff retention program was developed to assist counties in improving the retention of qualified employees who work directly with children who receive state subsidized child care services.* In Los Angeles County eligible applicants also include staff in centers serving a majority of state subsidized children; Family Child Care providers in FCC Home Education Networks; Family Child Care providers serving a majority of state-subsidized children.

Return To: Linda M. Parfitt, Consultant
Child Development Division, PPLD
California Department of Education
AB212 Staff Retention Plan
1430 N Street, Suite 3410
Sacramento, CA 95814-5901

APPLICANT ORGANIZATION INFORMATION

County **Los Angeles**

Legal Entity for this County's Local Planning Council:
Los Angeles County Board of Supervisors

Agency Contact: **Laura Escobedo**

Title: **Chief Program Specialist/Office of Child Care**

Address: **222 South Hill Street 5th floor**

City: **Los Angeles** Zip **90012**

Phone: **213 974-4102**

Fax: **213 217-5106**

COPY

CERTIFICATION

The funding requested herein is to supplement, not supplant, existing efforts and investments to retain qualified child care staff at the local level. The funding associated with this request shall be allocated to retain qualified child care employees who work directly with children who receive subsidized care in State- subsidized, center-based programs.

I certify under penalty of perjury that: I am the Local Planning Coordinator or other authorized representative for this County; I have read the full content of the Guidelines for this funding; and to the best of my knowledge and belief, the information in this application and in any attachments hereto are true and correct.

Signature, LPC Coordinator (or authorized representative)

Date June 3, 2008


Laura A. Escobedo, Chief Program Specialist

Typed Name and Title

CDD USE ONLY		
Application meets AB 212 Guideline Requirements	YES	NO

JMS

Introduction

AB 1285 was passed by the legislature and chaptered on October 7, 2005. This law allows Los Angeles County to expand the population eligible to participate in the CDE-funded Staff Retention Program. The Los Angeles County Plan can include family child care providers in home education networks, and providers and teaching staff from programs which serve a majority of children subsidized through CDE-funded Alternative payment agencies. The Plan for Los Angeles County includes these components:

Stipends will be provided as incentives for continuing education to early childhood educators at various professional levels including: teachers in CDE-funded programs, Home Education Network providers, teachers working in programs that are serving a majority of children subsidized through CDE-funded Alternative Payment agencies, and FCC providers serving a majority of CDE subsidized children. Graduation stipends will be given to eligible applicants who have completed coursework for a B.A., AA, and MA degrees within the application cycle.

Training will consist of Environmental Rating Scale (ERS) support training. This training will focus on how to create the environmental and programmatic changes that translate into improved ECERS, ITES, or FCCERS scores. Other training will be offered as specific needs are identified and the budget permits.

Information and Technical Assistance in the form of *Early care and Education Careers* information packets which will be available to stipend applicants, Professional Growth Advisors, and college instructors and child development program managers. Investing in Early Educators stipend program information will include information on applying for the various child development permits through the Commission on Teacher Credentialing. Stipend Program participants will complete Educational Goal Plans, and academic counseling will be available on a limited basis for applicants through the Office of Child Care. Entry level teachers and providers will be encouraged to obtain their permits.

Data Collection will involve the information supplied by applicants in their applications and verification forms. Staff will provide limited analysis of this data for informational purposes.

Communication/Collaboration with Los Angeles County Community Colleges and other workforce initiatives will continue. Through the Child Care Planning Committee, a countywide advisory group has been convened to implement some of the recommendations from the Economic Impact Report and the Career Analysis Report. The focus of this group will be on Workforce Development.

Section II – Current Needs and Resources

Many efforts undertaken in the last few years have provided a sharper focus on the current needs, limitations, and resources that impact the enhancement, retention and growth of the ECE workforce in Los Angeles County.

The Economic Impact Report and Career Analysis Report indicated the complications in finding a career path within the field given the multiplicity of regulations, college offerings and sponsoring organizations. A key recommendation was to develop a career and wage lattice that clearly articulated the educational and experiential pathways to career goals related to ECE. This work will be carried on by the Child Care Planning Committee and other stakeholders. The stipends become an even greater incentive and support when a clear path is articulated to higher levels of education, competency, and compensation.

Two new workforce initiatives have been launched: 1) Los Angeles Universal Preschool (LAUP) workforce initiative which includes a stipend program modeled after the Investing in Early Educators Program (AB212), and 6 pilot collaborations between community and four-year colleges to create a sort of pipeline for new ECE personnel; 2) First5LA has developed an initiative with 4 components including training for exempt providers, professional counseling at the college level, a high school recruitment project, and a consortium for higher education. These have become or will be additional resources for the ECE field. Office of child care staff and the child care Planning Committee will continue to work with these organizations/ initiatives to ensure comprehensive planning for workforce.

A significant number of stipend applicants have come to depend on the stipends as the means to pursue degrees in ECE. In Cycle 9, the number of participants achieving degrees jumped from about 140 to 205. Of these, 120 were BA degrees. The 2008 plan includes these degree stipends.

There has been an increase in the number of permits issued, particularly for family child care providers and assistant teachers. A preliminary count indicates that more than 450 individuals applied for a permit for the first time. Therefore, holding or obtaining a permit will remain a requirement of the program.

There is a great deal of interest in using effective and reliable developmental screening tools among all types of ECE programs and providers. The response to the training we offered last year was tremendous. However, we have learned that these introductory trainings need to be accompanied by some form of coaching until the staff/provider is proficient in using the screening tool. Unfortunately, this year's budget will not allow us to follow up on this with additional training and support.

Having provided ECERS, ITTERS, and FCCERS training for the last few years, we have strong indications that ECE personnel want guidance in implementing improved practices and environments so that they will see improvements in their ECERS ratings. We will offer limited training to address this new need among ECE personnel.

In offering a variety of training through the one-time retention and training funds, it was clear that more time was needed to promote the training; and that most providers and ECE personnel found it difficult to commit to intensive, multi-day training events even though substitutes were provided. There is a multiplicity of excellent training/coaching organizations and individuals available in Los Angeles County. Unfortunately, funding, either through the AB212 program or through individual agencies is limited and so the training opportunities are not used as fully as they could be.

Section III – Priorities

First Priority: Teaching staff in CDE-funded centers holding a valid Child Development Permit and working at least 15 hours a week directly with children, and who complete a minimum of three semester units of college coursework will earn stipends.

Second Priority: Family Child Care Providers in Family Child Care Home Education Networks (FCCHEN) funded by CDE, holding a permit during the stipend cycle, who complete a minimum of 3 semester units of college coursework will earn stipends. Network status will be verified by the FCCHEN coordinator.

Third Priority: Licensed Family Child Care Providers and their assistants, and teaching staff in programs serving a majority of children subsidized through a CDE-funded Alternative Payment agency at the time of application, who are working a minimum of 15 hours each week directly with children, and who complete a minimum of 3 semester units of college course work, and who hold a permit during the stipend cycle. To verify that the participating Family Child Care Home or center is serving a majority of children subsidized by a CDE-funded Alternative Payment Agency, each applicant must attach a copy of the payment invoice or summary, or contracts provided by the Alternative Payment agency that reimburses the home provider/center for the care of subsidized children. These invoices or contracts list the children currently in care and being subsidized through CDE. The director or provider must also provide her current enrollment number so that Los Angeles County AB212 staff can calculate the percentage of subsidized children served at the time the stipend application is submitted.

Stipend amounts will range from \$750 to \$2,000 depending on the number of units completed. Actual stipend awards may be adjusted depending on the availability of funds and the number of applicants. Extra assistance will be provided to teaching staff and family child care providers who have not yet obtained a permit and who may need extra help in connecting with community colleges and selecting appropriate classes.

Fourth Priority: Those graduating with an AA, BA, or MA degree within the stipend cycle will also receive a graduation stipend if the degree is in Child Development or a closely related field.

Fifth Priority: Child development staff in site supervisor, director, or other management positions, as well as providers and teachers will be invited to participate in limited training events related to implementing changes related to environmental rating scale findings.

Section IV – Measurable Outcomes

1. Approximately 1900 stipends will be paid to child development staff in CDE-funded programs, in FCCHE Networks, and to staff and family child care providers in programs and homes serving a majority of children subsidized through a CDE-funded Alternative Payment agency. These child development personnel will have earned at least three units of college credit to advance their educational goals;
2. Approximately 150 graduation stipends will be given to those earning AA, BA or MA degrees in Child Development or closely related fields.
3. Up to 100 child development personnel will receive training.
4. Up to 5000 Early Care and Education Career packets will be distributed
5. Collaboration with other County entities (LAUP and First 5 LA, Community Colleges, etc.) will result in more comprehensive workforce development planning for Los Angeles County.

Section V – Fiscal Plan

Part 1: Agency Information

Name of Legal Entity: LOS ANGELES COUNTY BOARD OF SUPERVISORS

County of Service: LOS ANGELES Funding Allocation: \$4,250,000

Part 2: Budget Information

Planned Expenditures:

Cost of Planning: 0

Administrative Cost: \$ 637,500

Retention Activities: \$3,612,500,

Instructions for this section

Part 1:

Legal Entity/Agency: Enter the name of the agency that is the legal entity for Local Planning contract.

County of Service: Enter the name of the county in which services are being provided.

Funding Allocation: Enter the amount for county being served as shown on attached funding allocation chart.

Part 2:

Cost of Planning: Enter the amount to be used for planning purposes. The amount shall not exceed 1% of total county funding allocation. DO NOT ROUND UP.

Administrative Cost: Enter the amount needed to cover non-retention activities expenses. This amount, together with any amount shown in "Cost of Planning," shall not exceed 15% of total county funding allocation. DO NOT ROUND UP.

Retention Activities: Enter the amount to be expended on retention activities.

NOTE: If rounding, please drop at decimal, do not round up. The Cost of Planning, Administrative Cost and Retention Activity amounts should equal the Funding Allocation amount.

Exhibit B

**GUIDELINES FOR CHILD CARE
SALARY/RETENTION INCENTIVE
PROGRAM**

CRET

July 1, 2008 – June 30, 2009

**PROGRAM REQUIREMENTS FOR
CHILD CARE
SALARY/RETENTION INCENTIVE PROGRAM**

The intent of this contract award is to assist counties in improving the retention of qualified child care employees who work directly with children who receive state subsidized child care services.

The term of this agreement shall be from 7/01/08 to 6/30/09 respectively. Future years funding is contingent upon appropriation and availability of funds. There is no guarantee. The allocation to each county will be adjusted annually based upon changes in the total amount of subsidized services in each county. Especially in terms of direct stipends to individuals, there should not be an expectation that a particular individual will receive funding from year to year, as such funding will be subject to the county's funding criteria and funding levels that are newly established each year.

The following program requirements are provided to assist the designated legal entity in meeting the legislative intent. Each contractor is required, as a condition of its contract with the California Department of Education (CDE), Child Development Division (CDD), to adhere to these requirements and California *Code of Regulations*, Title 5, pertaining to Child Development Programs, in addition to all other applicable laws and regulations. Any variance from these requirements, the applicable Title 5 regulations, laws and regulations could be considered a noncompliance issue and subject the contractor to possible termination of the contract.

I. General Provisions

A. Notification of Address Change

1. Contractors shall notify the CDD in writing of any change in mailing address for communication regarding the contract (administrative address) within ten (10) calendar days of the address change. For non-public agencies, the notification must be accompanied by:
 - a. Board minutes verifying the change in address; and
 - b. A copy of the notification to the Internal Revenue Service of the address change.
2. Contractors shall notify the CDD in writing of any proposed change in operating facility address(es) at least thirty (30) calendar days in advance of the change unless such change is required by an emergency such as fire, flood or earthquake.

3. For proposed site changes for Prekindergarten and Family Literacy Part-and Full-Day programs, a request must be submitted to the CDD and shall include:
 - a. The name and address of the current program location;
 - b. The name and address of the proposed program location;
 - c. Verification that the proposed program location is within the attendance area of an elementary school with a decile ranking of 1 to 3, inclusive, based on the 2005 base Academic Performance Index; and
 - d. The site license for the proposed program location.

Approval shall be granted upon receipt of documentation confirming that the proposed program location meets the statutory requirements as specified in *Education Code* Section 8238.4(a) (2). The CDD shall approve or deny the request within thirty (30) calendar days of receipt of the request.

B. Notification of E-mail Contact Changes

Contractors shall assure that at all times the e-mail address on file at the CDD is accurate for contacting the following individuals:

1. Executive Officer
2. Program Director

Contractors shall utilize procedures provided by the CDD to electronically add new addresses or delete old addresses, as needed.

C. Open Board Meetings

Any private tax-exempt or private non-tax exempt agency receiving public funds under these regulations must, to the extent of the publicly funded program, comply with the Ralph M. Brown Open Meetings Act ("Brown Act"), Government Code Sections 54950-54963. Board meetings shall be open to the public except for meetings with its designated representatives prior to and during consultations and discussions with representatives of employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees or to consider the appointment, employment, evaluation of performance

or dismissal of an employee or to hear complaints or charges brought against an employee unless such employee requests an open meeting. Minutes of these open meetings shall be available to the public.

D. Issuance and Use of Checks

Except for external payroll services, private contractors shall not use any pre-signed, pre-authorized, or pre-stamped checks without the prior written approval of the CDD.

Private contractors shall require two (2) authorized signatures on all checks unless:

1. The contractor has a policy approved by its governing board requiring dual signatures only on checks above a specified dollar amount.
2. The annual audit verifies that appropriate internal controls are maintained.

E. Prohibition Against Loans and Advances

Contractors shall not loan contract funds to individuals, corporations, organizations, public agencies or private agencies. Contractors shall not advance unearned salary to employees. Contractors shall not make advance payments to subcontractors and shall compensate subcontractors after services are rendered or goods are received.

F. Materials Developed with Contract Funds

If the contractor receives income from materials developed with contract funds, the use of the income shall be restricted to the child development program. If the materials were developed in part with contract funds, the income from the sale of the materials that shall be used in the child development program shall be computed in direct proportion to the share of contract funds used in development of the materials.

Materials developed with contract funds shall contain an acknowledgement of the use of State (general) or federal funds in the development of materials and a disclaimer that the contents do not necessarily reflect the position or policy of the CDE.

G. Contractor's Termination for Convenience

1. General Termination for Convenience

A contractor may terminate the contract for any reason during the contract term. The contractor shall notify the CDD of its intent to terminate the contract at least ninety (90) calendar days prior to the date the contractor intends to terminate the contract.

Within fifteen (15) days from the date the contractor notifies the CDD of its intent to terminate the contract, the contractor shall submit:

- a) a current inventory of equipment purchased in whole or in part with contract funds and
- b) the names, addresses and telephone numbers of all participants served by the contract and all staff members funded by the contract. Family child care home contractors shall also submit the names, addresses and telephone numbers of all providers of subsidized services funded by the contract.

Upon receipt of a notice of intent to terminate, the CDD will transfer the program to another agency as soon as practicable.

The State shall only be obligated to compensate the contractor for net reimbursable program costs in accordance with this contract through the date of termination. There shall be no other compensation to the contractor. The State shall offset any monies the contractor owes the State against any monies the State owes under this contract.

2. Changes in Laws or Regulations

The CDD shall notify contractors in writing of changes in laws or regulations prior to the effective date or as soon as possible after enactment. If any laws or regulations are changed substantially during the contract period, the contractor shall have the option to discontinue performance and be relieved of all obligations for further performance.

The contractor has thirty (30) calendar days from receipt of notification of pending changes to notify the CDD in writing of the contractor's intent to terminate if the required changes

are unacceptable to the contractor. The contract shall be deemed terminated sixty (60) calendar days after receipt of the notification of the intent to terminate.

H. Applicability of Corporations Code

Except for partnerships and sole proprietorships, private contractors shall be subject to all applicable sections of the Corporations Code including standards of conduct and management of the organization.

I. Conflicts of Interest

For any transaction to which the contractor is a party and the other party is:

1. An officer or employee of the contractor or of an organization having financial interest in the contractor; or
2. A partner or controlling stockholder or an organization having a financial interest in the contractor; or
3. A family member of a person having a financial interest in the contractor, the transaction(s) shall be fair and reasonable and conducted at arm's length.

Based on corporate law (*Corporations Code* sections 310, 5233-5234, 7233 and 9243 as applicable) the general rules that would be followed to ensure that transactions are conducted "at arm's length" include:

1. Prior to consummating the transaction, the governing body should authorize or approve the transaction in good faith and the board should require the interested party, or parties, to make full disclosure to the board both in writing and during the board meeting where the transaction is being discussed; and
2. All parties having a financial interest in the transaction should refrain from voting on the transaction and it should be so noted in the board minutes.

If the transaction involves the renting of property, either land or buildings, owned by affiliated organizations, officers or other key personnel of the contractor or their families, the board of directors shall request the interested party to obtain a "fair market rental estimate" from an independent appraiser, licensed by the California Office of Real Estate Appraisers. If the contractor has no board or

is a sole proprietor, the requirement for a "fair market rental estimate" shall also apply. The contractor has the burden of supporting the reasonableness of rental costs. If the property is owned by the contractor, rental costs are not reimbursable and costs may be claimed only as depreciation or use allowance. Any transaction described in this paragraph shall be disclosed by the auditor in the notes to the financial statement in the annual audit. (OMB A-110, Subpart D)

Rental costs for equipment owned by affiliated organizations, officers or other key personnel of the contractor or their families are allowable only as use or depreciation allowance.

J. Equipment Inventory

Property records must be maintained that include a description of the equipment, serial number or other identification number, the source of the equipment, the acquisition date, the cost of the equipment, the location, use and condition of the equipment and any ultimate disposition date including date of disposal and sale price if applicable. A physical inventory of equipment must be taken at least every two (2) years and reconciled with property records. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft (any loss damage or theft must be investigated) and adequate maintenance procedures must be developed to keep the equipment in good condition.

K. Americans with Disabilities Act

By signing this contract, the contractor assures the CDE that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

L. Air or Water Pollution Violations (*Government Code* Section 4477)

By signing this agreement, the contractor swears under penalty of perjury that the contractor is not:

1. In violation of any order or resolution not subject to review promulgated by the state Air Resources Board or an air pollution control district
2. Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the *Water Code* for

violation of waste discharge requirements or discharge prohibitions;

3. Finally determined to be in violation of provisions of federal law relating to air or water pollution. This provision does not apply to public agencies.

M. Recycled Paper Certification (*Public Contract Code* sections 10233, 10308.5 10354, 12161, and 12200)

The contractor agrees to certify in writing to the CDE, under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer material and secondary material as defined in *Public Contract Code* sections 12161 and 12200, in materials, goods or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in sections 12161 and 12200. The contractor may certify that the product contains zero recycled content.

N. Child Support Compliance (*Public Contract Code* Section 7110)

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with *Public Contract Code* 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of part 5 of Division 9 of the *Family Code*; and
2. The contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

O. Unlawful Denial of Services (*Government Code* Section 11135 and *California Code of Regulations, Title 5, Section 4900*)

1. No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, gender, ancestry, color, or mental or physical disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination

under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state.

2. With respect to discrimination on the basis of disability, programs and activities subject to subdivision (a) shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions.

As used in this section, "disability" means any mental or physical disability as defined in *Government code* Section 12926.

P. Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Q. Priority Hiring Considerations (*Public Contract Code* 10353)

If the contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under the *Welfare and Institutions Code* Section 11200.

R. Labor Code/Workers' Compensation (*Labor Code* Section 3700)

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement.

S. Corporate Qualifications to do Business in California

1. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in

California in order to ensure that all obligations due to the state are fulfilled.

2. "Doing business" is defined in *Revenue and Tax Code* (R&TC) Section 23101 as actively engaging in any transaction for the purposes of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
3. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

II. Agency Responsibilities

A. Role of Local Planning Councils (LPCs)

Each LPC should:

1. Seek legal counsel to determine what safeguards need to be established to protect the public interest;
2. Address potential conflict of interest issues;
3. Collaborate with all other interested parties in its county in order to conduct *comprehensive* child care staff recruitment and retention planning;
4. Each county may develop a plan that identifies the uses of funds from a variety of sources (the Child Care Salary/Retention Incentive Funds, as well as funds from both local and State Children and Families Commissions (First 5) and other funds) to support the retention and recruitment of qualified, *California Code of Regulations, Title 5*, child care employees throughout that county's early care and education programs (including both subsidized and non-subsidized services).

The *LPCs may submit either type of plan*: a comprehensive county plan that includes a variety of funding sources and initiatives, as long as the plan clearly and separately identifies the required information about the specific funds announced in this bulletin; or a county plan that is limited to the funds announced in this bulletin.

B. Use of Funds

1. This funding is to supplement, not supplant existing efforts and investments to retain qualified, California Title 5 child care staff at the local level.
2. The contract funds must be allocated to retain qualified, *California Code of Regulations, Title 5*, child care employees, who work directly with children who receive subsidized care, in state subsidized, center-based programs and family child care and education home networks.
3. One percent of the total funding allocation may be used for planning purposes. This includes any costs related to developing the plan.
4. Contractors may claim no more than 15 percent of actual costs incurred, including the one (1) percent expended on planning, for administration.
5. Contracts will be issued to the legal entity that currently holds the LPC contract with CDE/CDD.
6. Collaboration is encouraged.
7. Memoranda of Understanding, sub-contracts, consortia agreements among multiple counties, and other formal and informal types of collaboration are allowed. In particular, counties that have received small allocations may wish to develop a multi-county regional plan that will allow them to maximize the impact and/or benefits of their allocations.
8. Each plan must describe the current data about needs and resources available relative to this initiative in their county, including but not limited to data about staff turnover and retention rates, and then must explain how awarded funds will be allocated in accordance with those data.
 1. Each plan must identify and prioritize the types or categories of *California Code of Regulations, Title 5*, child care employees who will qualify for participation in this child care staff retention initiative.
 2. Each plan must describe measurable outcomes and how they will be used to assess and document the

effectiveness of this funding award in retaining qualified, California *Code of Regulations, Title 5* child care employees.

9. Staff retention activities funded by these dollars should be selected in such a way that they are not dependent upon ongoing funding.

Each LPC must be able to demonstrate that it has systems in place for assuring both fiscal and program accountability for these funds. This includes a fiscal system that conforms to accounting standards for state contracts, and a program documentation system that is able to demonstrate impact of these funds over time and report the measurable outcomes identified in the plan. If funding awards are made for another year, LPCs will be asked to provide data regarding the effectiveness of their retention efforts.

C. Reimbursement Costs

Reimbursable costs must be incurred during the contract period. Contractors shall not use current year contract funds to pay prior or future year obligations.

Contracts and subcontracts shall be reimbursed for travel and per diem expenses at rates not exceeding those amounts paid to the CDE's represented employees computed in accordance with California Code of Regulations, Title 2, Subchapter 1, State Department of Personnel Administration (DPA).

Nonreimbursable costs will be determined in accordance with the 2008-09 Resource and Referral Funding Terms and Conditions, Section V.F., "Nonreimbursable Costs."

D. Reporting Requirements

Private agencies (including proprietary entities) that expend \$500,000 or more in total federal funds are required to have an Organization Wide Audit (OWA) performed in accordance with OMB Circular A-133 and the "Guide for Auditing Child Development, Nutrition and Adult Education Programs," (Audit Guide), prepared by CDE's A&I. Governmental and other public agencies (excluding school districts, county offices of education and community college districts) must comply with the requirements of OMB Circular A-133 and the CDE's "Audit Guide." All other agencies (excluding school districts, county offices of education

and community colleges) must submit a contractor audit performed in accordance with the CDE's "Audit Guide."

Each LPC must submit yearly a CD-3021 Child Care Retention Program Report, which describes the distribution and uses of the funds in the prior calendar year (January 1, 2008 to December 31, 2008) and the number of individuals or entities who received a stipend or benefit. This report shall be submitted no later than February 10, 2009. The CD-3021 Reports shall be mailed to:

Child Development Division
Attention: Linda M. Parfitt
1430 N. Street, Suite 3410
Sacramento, CA 95814

Expenditure of these funds shall be reported quarterly to Child Development Fiscal Services (CDFS) on Form CDFS-9529 with fiscal quarters ending September 30, December 31, March 31 and June 30. The last fiscal report for the period of July 1, 2008 to June 30, 2009 will be due July 20, 2009. Quarterly reporting must be submitted for reimbursement of expenditures. Please complete and submit this form directly to your assigned fiscal analyst at:

California Department of Education
Child Development Fiscal Services
1430 N. Street, Suite 2213
Sacramento, CA 95814

If there are questions regarding the appropriateness of a proposed expenditure or about the required county plans, should be directed to Linda Parfitt, Child Development Consultant, at (916) 322-1048, or by e-mail to lparfitt@cde.ca.gov

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2008/09.**

RESOLUTION

BE IT RESOLVED that the Governing Board of Supervisors of the County
of Los Angeles

authorizes entering into local agreement number/s CRET-8018 19-2419-00-8 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>William T Fujioka</u>	<u>Chief Executive Officer</u>	<u>[Signature]</u>
<u>Sharon R. Harper</u>	<u>Chief Deputy</u>	<u>[Signature]</u>
_____	_____	_____

PASSED AND ADOPTED THIS 18th day of November 2008/09, by the
Governing Board of SUPERVISORS
of Los Angeles County, California.

I, SACHI A. HAMAI, Clerk of the Governing Board of
SUPERVISORS, of LOS ANGELES County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a REGULAR meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Sachi A. Hamai
ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER (Clerk's signature)
CLERK OF THE BOARD OF SUPERVISORS
By [Signature] Deputy



NOV 18 2008

(Date)